Article 1 – SUBJECT AND SCOPE

- 1.1. Any item deposited at the MULTIFORMES COMPANY THIERRY VIDÉ or product ordered from the MULTIFORMES COMPANY THIERRY VIDÉ implies full and unconditional acceptance by the customer of these standard terms and conditions of business, which prevail over any other document of the customer's and in particular any standard terms and conditions, except such special terms and conditions as agreed in writing by the MULTIFORMES COMPANY THIERRY VIDÉ with the customer.
- 1.2. Any document other that these standard terms and conditions and in particular catalogs, leaflets, advertising material, directions for use, etc., are purely for information only and do not constitute any form of contract.

Article 2 - INTELLECTUAL PROPERTY

All documents given to our customers, all informations and representations made on the MULTIFORMES COMPANY - THIERRY VIDÉ Website and in particular the wording, comments, illustrations, images and drawings reproduced on the said Website, are the exclusive property of the MULTIFORMES COMPANY - THIERRY VIDÉ, sole owners of all intellectual property rights relating to these documents that must be returned on request. Our customers agree to refrain from making any use of these documents and / or components of the MULTIFORMES COMPANY - THIERRY VIDÉ Website that might infringe the intellectual property rights of the said MULTIFORMES COMPANY - THIERRY VIDÉ and hereby agree not to disclose such to any third party. Taking account of the print constraints insofar as concerns the MULTIFORMES COMPANY - THIERRY VIDÉ, certain differences in shade or color of the material may be apparent compared to the products sold. The MULTIFORMES COMPANY - THIERRY VIDÉ declines all liability insofar as concerns such differences.

Article 3 – ORDERS AND GOODS DEPOSITED

An "Order" means an order placed for our products and accepted by the MULTIFORMES COMPANY - THIERRY VIDÉ. Orders sent to the MULTIFORMES COMPANY - THIERRY VIDÉ are irrevocable for the customer unless agreed otherwise by us in writing. A "Deposit" means any item deposited by the customer with us for work to be carried out thereon, and in particular repair or renovation work. All requests for work to be carried out on an item and all orders placed by a customer are irrevocable. If, as an exception, the MULTIFORMES COMPANY - THIERRY VIDÉ agree to cancel an order or work to be carried out on an item, a sum equivalent to the deposit paid on placing the order or on commissioning the work will be retained, without prejudice to any compensation that may be claimed against the customer.

Article 4 – DELIVERY AND MANUFACTURE

4.1. Deadline

- 4.1.1. Deadlines for manufacture and delivery are given for indicative and information purposes only. the MULTIFORMES COMPANY THIERRY VIDÉ will endeavor to comply with the deadlines for manufacture, and delivery that are given on acceptance of the order or of the works to be carried out on an item belonging to the customer, in accordance with the accepted logistics prevailing in the profession, except in the event of force majeure or in the case of circumstances outside of its control such as strikes, freeze, fire, storm, flood, epidemic, procurement difficulties, without such list being limitative. Delays in manufacture and / or delivery shall not give rise to any penalty or compensation nor constitute grounds for cancellation of the order.
- 4.1.2. Any delay compared to the deadlines given and initially planned for manufacture, repair or renovation and delivery shall not be grounds for terminating the order placed by the customer and agreed by the MULTIFORMES COMPANY THIERRY VIDÉ or for works requested by the customer and accepted by the MULTIFORMES COMPANY THIERRY VIDÉ.

4.2. Risks

All risks on products sold by the MULTIFORMES COMPANY - THIERRY VIDÉ transfer on handover to the customer directly or to the shipper.

4.3. Shipping and packing

The MULTIFORMES COMPANY - THIERRY VIDÉ does not accept responsibility for shipping of the product. If the customer so expressly requests, the MULTIFORMES COMPANY - THIERRY VIDÉ may propose a quote for shipping the product from its workshops to a location chosen by the customer. Products from the MULTIFORMES COMPANY - THIERRY VIDÉ are packaged merely to enable the customer to remove the goods from their place of purchase. Such packaging is in no case designed to ensure optimum product protection such as would enable them to be carried by a professional carrier. the MULTIFORMES COMPANY - THIERRY VIDÉ does not accept any liability from the customer or their authorized agent for any faulty or defective packaging of their product. At the customer's express request, however, the MULTIFORMES COMPANY - THIERRY VIDÉ may quote for packaging the product to a standard enabling it to be part of a

group shipment by a professional shipper or any other person. In the event of any damage to or items missing from the goods on delivery, it falls to the customer to make the reservations required to the shipping company selected by the MULTIFORMES COMPANY - THIERRY VIDÉ, after the customer has agreed the quote for shipping the product. If a shipping company chosen by the customer carries the product, reservations must be made [in writing] to the shipping company and copied to the MULTIFORMES COMPANY - THIERRY VIDÉ for information. Any product that has not been the subject of reservations made by recorded delivery letter with acknowledgement of receipt within 3 days of receipt from the shipper chosen by the MULTIFORMES COMPANY - THIERRY VIDÉ and of which a copy has been addressed to the MULTIFORMES COMPANY - THIERRY VIDÉ, in accordance with article L. 133-3 of the Code of Commerce or directly if shipment is made by a shipper chosen by the customer, shall be deemed to have been accepted by the customer.

4.4. Receipt

- 4.4.1. Without prejudice to the measures to be taken by the customer with regard to the shipper as described in article 4.3, in the event of apparent defects or missing items, any claim of any nature whatsoever relating to the products delivered shall be accepted by the MULTIFORMES COMPANY THIERRY VIDÉ only where it is made in writing by recorded delivery letter with acknowledgement of receipt within the period of 3 days provided at article 4.3. 4.4.2. It falls to the customer to provide evidence establishing the existence of defects or missing items.
- 4.4.3. No goods may be returned by the customer without the express prior written agreement of the MULTIFORMES COMPANY THIERRY VIDÉ, secured in particular by facsimile or by e-mail. The MULTIFORMES COMPANY THIERRY VIDÉ will only accept liability for the costs of returning such goods where the said workshops or their authorized agent actually establish the existence of such apparent defects or missing items. Only the carrier chosen or approved by the MULTIFORMES COMPANY THIERRY VIDÉ is authorized to return the products concerned.
- 4.4.4. Where an apparent defect or missing item is established after inspection by the MULTIFORMES COMPANY THIERRY VIDÉ or its agent, the customer may only claim against the MULTIFORMES COMPANY THIERRY VIDÉ for a replacement of the non-compliant article(s) and / or the outstanding article(s) from and at the cost of the said workshops without that entitling the customer to claim for any compensation whatsoever or to cancel the order.
- 4.4.5. Unreserved acceptance of the products ordered by the customer covers any apparent defect or missing item. Any reservation must be confirmed in accordance with the conditions provided at article 4.4.1.
- 4.4.6. The MULTIFORMES COMPANY THIERRY VIDÉ decline any liability for events or incidents during carriage, destruction, damage, loss or theft, even where it chose the shipper.
- 4.4.7. No action for non-compliance may be taken by the customer more than 3 days after delivery of the products to or the taking possession thereof by the customer. Failing compliance with these conditions the MULTIFORMES COMPANY THIERRY VIDÉ declines all liability towards the customer for any latent defect.

4.5. Suspension of deliveries

In the event the customer refuses the payment in full, the MULTIFORMES COMPANY - THIERRY VIDÉ may refuse to honor the order(s) placed and the customer may not rely on refusal to sell without due grounds or claim for any compensation whatsoever.

4.6. Refusal of order

In the event a customer places an order with the MULTIFORMES COMPANY - THIERRY VIDÉ without having actually paid for previous order(s), the MULTIFORMES COMPANY - THIERRY VIDÉ may refuse to honor the order or to deliver the merchandise concerned without the customer being entitled to claim for any compensation whatsoever, for any reason whatsoever.

Article 5 – DEPOSITED OBJECTS AND UNCOLLECTED ORDERS

In the event an item is deposited with the MULTIFORMES COMPANY - THIERRY VIDÉ for restoration work in particular, the customer is informed that if s/he does not pay the sums due to the said workshops in respect of the repairs carried out after notice to pay has remained without effect for a period of 30 days, the MULTIFORMES COMPANY - THIERRY VIDÉ reserve the option to retain the goods until payment in full and / or to commence legal proceedings for attachment and sale of the goods in order to obtain reimbursement.

Our price list applies to all our customers at the same date. It may be reviewed upwards in the course of any year. Any alteration to the price list applies automatically with effect from the date indicated on the new price list.

- 6.2. Prices
- 6.2.1. Our prices are fixed by the price list in force as at the date of order.
- 6.2.2. Prices are calculated net without discount.
- 6.2.3. Delays in manufacture and delivery shall entail neither cancellation of nor modification to the contract. They do not lead to any entitlement to compensation or damages. No penalty clauses included in the customer's commercial documentation shall be binding upon us.
- 6.2.4. Production times included in any order shall only be accepted by and binding on the MULTIFORMES COMPANY THIERRY VIDÉ in the following conditions: compliance by the customer with the payment conditions and payment of installments, the absence of force majeure, labor unrest, or any events of a political, economic or technical nature that hinder running the workshops or the supply of components, energy or raw materials.

Article 7 – METHODS OF PAYMENT

- 7.1. Payment The customer must pay 50% of the price as a deposit on placing the order. This will have the effect of launching production. The balance must be paid before the product is removed or prior to it being consigned to the shipper.
- 7.2. Non-payment In the case of non-payment of the installment with the order or when with item is deposited and / or of the balance prior to consignment of the product to the customer or the shipper, the MULTIFORMES COMPANY THIERRY VIDÉ reserve the right to refuse to deliver the product. If, however, the MULTIFORMES COMPANY THIERRY VIDÉ expressly agrees to deliver the product and / or to supply and fix it or make it available in a location chosen by the customer, without the customer having paid the installment and / or the balance, any sum outstanding at due date shall give rise to payment by the customer of penalties fixed at one and half times the legal interest rate. Subject to application of article L. 441-6 of the Code of Commerce, these penalties are due in full on receipt of the purchaser being notified that these have been charged against him/her.

7.3. Retention of installment

If the customer has paid the installment in full but the balance on the product of the works has not been settled on handover of the product to the customer, the MULTIFORMES COMPANY - THIERRY VIDÉ shall retain the deposit paid by the customer as compensation. In the event the order or the work is cancelled, and where the customer has paid the installment, the MULTIFORMES COMPANY - THIERRY VIDÉ shall retain the installment as compensation. In the event the order is cancelled and where, exceptionally, the customer has made no payment, the customer must pay a sum in compensation corresponding to the installment, without prejudice to any compensation or damages that the MULTIFORMES COMPANY - THIERRY VIDÉ may claim against the customer.

Article 8 – RETENTION OF TITLE

- 8.1. Title to the goods is suspended until the customer has paid for them in full, i.e., the principal sum and any additional costs or interest. Any clause to the contrary inserted in the customer's general terms of business shall be deemed unwritten in accordance with article L. 621-122 of the Code of Commerce. Any product ordered but uncollected by the customer after a period of 6 months and subject to notice to collect emaining without effect for a period of 1 month, may be sold to another customer. The MULTIFORMES COMPANY THIERRY VIDÉ shall retain the installment paid with the order as compensation.
- 8.2. It is expressly agreed that the MULTIFORMES COMPANY THIERRY VIDÉ may apply this retention of title clause for one of its accounts receivable, on the whole of its products whether or not in the customer's possession, it being agreed that such products shall be presumed to be those not paid for, and the MULTIFORMES COMPANY THIERRY VIDÉ may take them or claim them in compensation for all its unpaid invoices, without prejudice to its right to cancel any sales in progress.
- 8.4. In the event of bankruptcy or insolvency proceedings [of the customer], all orders in progress shall be cancelled automatically, and the MULTIFORMES COMPANY THIERRY VIDÉ reserves the right to claim the products in stock.
- 8.5. This clause does not prevent product risks from being transferred to the purchaser on the products being handed over directly to the customer or to the shipper in accordance with article 4.2 hereof.
- 8.6. With effect from delivery, the purchaser shall be deemed the depositary and custodian of the merchandize.

- 9.1. Any disputes on the matter of applying these standard terms and conditions of business and their interpretation, performance, and the sale agreements entered into by the MULTIFORMES COMPANY THIERRY VIDÉ, or the payment of the price, shall be brought before the Commercial Court of the place in which the Head Office of the MULTIFORMES COMPANY THIERRY VIDÉ is located, whatever the place of the order, delivery and payment and the method of payment, and even in the case of third-party proceedings or where there is more than one defendant.
- 9.2. In addition, in the case of legal action or any other action to recover accounts receivable by the MULTIFORMES COMPANY THIERRY VIDÉ the costs of serving notices and summons and of the court, together with the lawyers' and the bailiffs' fees and all related costs, shall be awarded against the defaulting customer, as well as any costs linked to or arising from the failure by the customer to respect the conditions for payment or delivery of the order at issue

Article 10 – WAIVER

The fact of the MULTIFORMES COMPANY - THIERRY VIDÉ not availing itself at any time of any of the clauses herein whatsoever shall not constitute a waiver to avail itself of such clauses subsequently.

Article 11 – APPLICABLE LAW

Any question relating to these standard terms and conditions of business or to the sales that are governed thereby that is not dealt with in these clauses of contract shall be governed by French law, to the exclusion of any other law and where the parties do not provide otherwise, by the Vienna Convention on the international sale of goods.